

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 03-14-65476

HUD# 07-14-0298-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENT

KENT E. LEHS

4026 Beaver Avenue

Des Moines, Iowa 50310

COMPLAINANT

KEVIN SCOTT

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondent failed to provide reasonable accommodations by refusing to waive his “no pets” policy for an assistance animal (emotion support dog), and refusing to waive his “late fee” policy and this resulted in different terms and conditions of rental based on disability. Complainant further alleged Respondent issued a 30-day notice and three-day notice for non-payment of rent in an attempt to evict him after refusing his request to pay his rent on the third of each month without assessing a late fee. Respondent denies having discriminated against Complainant, but agrees to settle this claim in the underlying action by entering into this Predetermination Settlement Agreement. Respondent owns and manages the subject property, a four-unit conversion, located at 1127 21st Street, Des Moines, Iowa 50311.

A complaint having been filed by Complainant against Respondent with the Commission under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Laws

1. Respondents acknowledge the ICRA makes it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status. Iowa Code § 216.8(1)(b).
2. Respondents acknowledge the Fair Housing Act (FHA) and ICRA make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling and to the extent that the accommodation does not cause undue financial or administrative burden or fundamentally alter the nature of the provider’s operations.

42 U.S.C. 3604(f)(3)(b); Iowa Code § 216.8A(3)(c)(2).

3. Respondents acknowledge the FHA and ICRA make it unlawful to discriminate against another person in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability. 42 U.S.C. 3604(f)(2)(a); Iowa Code § 216.8A(3)(b)(1).

Voluntary and Full Settlement

4. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

5. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

6. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

7. Respondent agrees the Commission may review compliance with this Agreement. And as part of such review, Respondent agrees the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

8. Because, pursuant to Iowa Code §216.15A(2)(d), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory

practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code §22.13.

Release

9. Complainant hereby waives, releases, and covenants not to sue Respondent with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondent of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Poster

10. Respondent agrees to place the federal Fair Housing Poster (English and Spanish) in each of his rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants. Fair Housing Posters in English may be obtained online from the Commission's website at:
http://www.state.ia.us/government/crc/docs/fair_housing_poster_july_2008.pdf

And the corresponding version in Spanish may be obtained at:
http://www.state.ia.us/government/crc/docs/fair_housing_spanish_july08.pdf

Within ten (10) days of receiving a Closing Letter from the Commission Respondents also agree to send documentation to the Commission, verifying the posters have been displayed.

Relief for Complainant

11. Respondent agrees to release Complainant from the terms of his rental agreement effective March 12, 2014. Respondent agrees to consider Complainant's departure as a mutually agreed-upon

termination of tenancy. Respondent agrees to use Complainant's \$525 rent deposit to cover \$525 owed by Complainant for February 2013 rent and \$203.23 in rent owed for March 1, 2014 through March 12, 2014. Respondent agrees to rescind any outstanding rent balance owed by Complainant. In addition, Respondent agrees to rescind his demand for \$60 in unpaid fees and \$160 demand for cleaning and damages. In addition,

Respondent agrees he will not pursue recovery of rent, interest, fees, court costs, cleaning or damages, in small claims court or in any other process or proceeding. Complainant agrees he will not pursue recovery of his rental deposit in small claims court or in any other process or proceeding.

Reporting and Record-Keeping

12. Within ten (10) days of receiving a Closing Letter from the Commission,

Respondent shall forward to the Commission objective evidence that the Fair Housing posters (English and Spanish) have been displayed in in each of their rental or leasing offices, as evidence of compliance with Term 10 of this Agreement.

All required documentation of compliance must be submitted to:

Don Grove, Supervisor of Housing Investigations

Grimes State Office Building

400 East 14th Street,

Des Moines, Iowa 50319

Kent Lehs, RESPONDENT

Date

Kevin Scott, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION

Total Value of Settlement Agreement to Complainant \$423.23 (\$203.23 in rent owed for March 1, 2014 through March 12, 2014, \$60 in unpaid fees and \$160 demand for cleaning and damages.)